

**ARIZONA DEPARTMENT OF  
TRANSPORTATION**

**ENGINEERING CONSULTANTS SECTION**

**STATEMENT OF QUALIFICATIONS PACKAGE**

**FOR CONTRACT NO. 09-05**

**STATEWIDE ON-CALL  
GROUND SURVEYING SERVICES**

**VARIOUS LOCATIONS**



**JULY 2008**

**STATEMENT OF QUALIFICATIONS PACKAGE  
FOR**

**CONTRACT NO. 09-05  
STATEWIDE ON-CALL GROUND SERVEYING SERVICES**

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**SECTION I**  
**PUBLIC ADVERTISEMENT**

FOR PUBLICATION 7-30-08 and 8-6-08  
IN THE TRIBUNE NEWSPAPERS.  
(Mesa Tribune, Chandler Arizonan & Tempe Daily News)

ARIZONA DEPARTMENT OF TRANSPORTATION  
ENGINEERING CONSULTANTS SECTION

PUBLIC NOTICE FOR STATEWIDE ON-CALL GROUND SURVEYING SERVICES  
VARIOUS LOCATIONS

ECS CONTRACT NO.: 09-05  
TRACS NO.: VARIOUS

**Statements Due: 8-20-08**

The **ARIZONA DEPARTMENT OF TRANSPORTATION** is accepting Statements of Qualifications from firms to provide professional engineering on-call services for ground control, location of existing topographic features, the creation of electronic files for supporting photogrammetric and location surveys.

The consultant may be required to perform services including, but not limited to: ground control setup, paneling, panel coordinate surveys, locating section corners, locating right-of-way markers, locating grade breaks, and other map worthy features as directed by project needs. The survey data could be used to generate Digital Terrain Models (DTMs), "Best Fit" alignments, and/or the creation of electronic files used to graphically display the collected information according to the Arizona Department of Transportation (ADOT) computer Aided Drafting and Design (CADD) standards.

Statements of Qualifications will be received until **4:00 p.m.** Arizona Time on the above referenced date at ADOT Engineering Consultants Section, 205 South 17th Avenue, Room 293E, Mail Drop 616E, Phoenix, Arizona 85007. **No Statements will be accepted after the time specified.**

For further information contact ADOT Engineering Consultant Section, (602) 712-7525 or [www.azdot.gov/Highways/ECS/](http://www.azdot.gov/Highways/ECS/). Statement of Qualification packages for Contract 09-05 are available for pickup at the ADOT Engineering Building, 205 South 17th Avenue, Room 293E, Phoenix, Arizona 85007.

## **SECTION II**

### **INFORMATION COPY TO CONSULTANTS**

ARIZONA DEPARTMENT OF TRANSPORTATION  
ENGINEERING CONSULTANTS SECTION

INFORMATION COPY TO CONSULTANTS

STATEWIDE ON-CALL GROUND SURVEYING SERVICES  
VARIOUS LOCATIONS

ECS CONTRACT NO.: 09-05

TRACS NO.: VARIOUS

Statements Due: 8-20-08

Statements of Qualifications expressing interest in the project will be received until 4:00 P.M. (Arizona Time) on the date shown above, at the office of Engineering Consultants Section, 205 South 17th Avenue, Room 293E, Mail Drop 616E, Phoenix, Arizona 85007. NO Statements will be accepted after the time specified.

Statements will be accepted from any firm or corporation who is properly registered with the Arizona Board of Technical Registration and who has a principal or officer responsible for this contract that is properly registered with the Arizona Board of Technical Registration at the time the Statements of Qualifications are due.

The selected consultant will provide professional engineering on-call services for ground control, location of existing topographic features, the creation of electronic files for supporting photogrammetric and location surveys.

The consultant may be required to perform services including, but not limited to: ground control setup, paneling, panel coordinate surveys, locating section corners, locating right-of-way markers, locating grade breaks, and other map worthy features as dictated by project needs. The survey data could be used to generate Digital Terrain Models (DTMs), "Best Fit" alignments, and/or the creation of electronic files used to graphically display the collected information according to the Arizona Department of Transportation (ADOT) Computer Aided Drafting and Design (CADD) standards.

**Effective the date of the public advertisement of this contract, no further contact is allowed with any ADOT personnel concerning this project except for questions of an administrative or contractual nature that must be submitted in writing and directed to the attention of Shannon Childs at the address below. This restriction is in effect until selection has been announced.**

**Shannon Childs, Contract Specialist  
Engineering Consultants Section (ECS)  
205 S. 17<sup>th</sup> Avenue, Room 293E, Mail Drop 616E  
Phoenix, AZ 85007  
Phone 602-712-7125  
FAX 602-712-7424**

**Questions will be received until 4:00 PM on August 14, 2008. A fax is also acceptable. No further questions will be accepted after the time specified.**

**Consultants will be notified of the request for information and the Department's response to the question. Information will be posted on the ECS Website as well as faxed to those firms that have registered for project updates.**

**Any violation of the above contact restrictions may be grounds for rejection of the consultants SOQ.**

**The Engineering Consultants Section Statement of Qualifications format for Contract No. 09-05 shall be followed when expressing interest in this project. The Statement of Qualifications package, or information regarding same, may be obtained from the address shown above, telephone (602) 712-7525. Statements of Qualifications not following the correct format will be rejected.**

In order to qualify for selection, a firm must have on file with the Department a current "Prequalification Statement" or submit same with the Statement of Qualifications. Prequalification Statement forms may be obtained from the address shown above, telephone (602) 712-7525.

The Department may select one or more firms from among those submitting Statements of Qualification for further consideration. Previous experience in ADOT survey and mapping experience will be a factor in the selection.

The selected consultant and their subconsultants will be required to submit the Consultant Audit Questionnaire and comply with the Advance Agreement Checklist as detailed in SECTION VIII of the SOQ Package.

All material submitted in accordance with this solicitation becomes the property of the State of Arizona.

Lobbying certification/disclosure certification statement will be required in the introductory letter from those submitting Statements of Qualifications.

The right is reserved by the Department to reject any and all Statements of Qualification.

Professional Liability Insurance will be required.

The Boiler Plates for all Engineering Consultant Section Contracts are not negotiable.

Partnerships (joint-ventures) will not be considered.

Reviewing the successful Proposal(s) would be allowed but copying is not permitted.

Inclusion of work hour and/or plan sheet estimates in the SOQ will not be allowed.

### **SECTION III**

#### **STATEMENT OF QUALIFICATIONS FORMAT INSTRUCTIONS**



**ENGINEERING CONSULTANTS SECTION  
STATEMENT OF QUALIFICATIONS FORMAT INSTRUCTIONS  
CONTRACT NO.: 09-05**

Provided for your use is the format for submission of a **STATEMENT OF QUALIFICATION**.

1. **5 COPIES OF THE STATEMENT OF QUALIFICATION ARE REQUIRED BY ADOT.**
2. There is a **TOTAL PAGE LIMIT of 14 pages**. The proposal may include clear report covers, covers, dividers, table of contents, tables, figures, maps, etc., but these must fit within the 14 page limit. A page shall be 8 1/2 X 11 inches, blank, or printed on one side only. Fold out pages are not allowable.

3. The SOQ proposal must follow the format outlined below:

	<u>FORMAT CONTENT</u>	<u>MAXIMUM POINTS</u>	<u>TOTAL NUMBER OF PAGES</u>
	FRONT COVER (Optional, but if included will count as a page)		
PART A	INTRODUCTORY LETTER		
PART B	EVALUATION CRITERIA May include information to support Criteria.		
	1. Project Understanding & Approach	40	
	2. Project Team	35	
	3. Firms Capability	20	
	4. Location of Work	5	
PART C	CONSULTANT FIRM INFORMATION PAGE		
	BACK COVER (Optional, but if included will count as a page)		
		<u>TOTAL POINTS</u>	<u>TOTAL PAGES</u>
	TOTAL POINTS	100	<u>14</u>

4. Any amendments issued on the SOQ and included in the SOQ, **as required**, will **NOT** be counted as pages.
5. **Submissions failing to follow all instructions outlined above will be rejected and the Consultant notified in writing of the reason(s) for rejection.**

ENGINEERING CONSULTANTS SECTION  
Statement of Qualifications  
Format and Evaluation Criteria  
for Contract No.: 09-05

The following describes more specifically, the content of each part.

PART A, INTRODUCTORY LETTER

The introductory letter should be addressed to:

Arizona Department of Transportation  
Engineering Consultant Section  
205 South 17th Avenue  
Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007

The introductory letter should contain the following items:

- An expression of the firm's interest in being selected for the project.
- A statement that the firm is pre-qualified with ADOT, or that the necessary pre-qualification information is being submitted with the proposal.
- A statement confirming the commitment of the key personnel identified in the submittal to the extent necessary to meet ADOT's quality and schedule expectations.
- Provide name and Professional Engineers registration number of the principal or officer responsible for this contract that is properly registered with the Arizona Board of Technical Registration at the time the Statements of Qualifications are due.
- A summary of key points regarding the firm's qualifications.
- A statement that the Consultant certifies, by signing and submitting this proposal to the best of his or her knowledge and belief, that no Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned for the purpose of lobbying (Refer to Section V).

PART B, EVALUATION CRITERIA

The information that should be included in the discussion of qualifications is outlined here.

1. Project Understanding and Approach

- a. Discuss generally the tasks involved in this project. Identify any special issues or problems that are likely to be encountered. Demonstrate clearly and concisely your understanding of the technical and institutional elements with which the consultant must deal.
- b. Outline your proposed approach for dealing with the tasks and issues of this project. A graphical depiction may be included with the evaluation criteria.
- c. Explain how your firm will use Partnering in this project. (Relates to Construction Administration only.)

2. Project Team

Identify your proposed project team and its collective qualifications for this particular project. In particular, discuss the following:

- a. Project Principal. Identify the person (or persons) who (1) will be responsible for ensuring that adequate personnel and other resources are made available for this project; (2) will handle contractual matters, and; (3) will be ultimately responsible for the quality and timeliness of the

consultant's performance. State that person's position and authority within the firm. Discuss previous similar projects for which this person has performed a similar function.

- b. Project Manager. State who will actively manage this project. Identify any projects that person will be involved with concurrently and time committed to each project. List recent similar projects for which this person has performed a comparable function. Discuss relevant experience, professional registrations, education and other components of qualifications applicable to this project.
- c. Project Engineer(s) and/or Other Key Personnel. Identify other members of the project team including subconsultants that provide special expertise or will perform key tasks. Describe their anticipated roles. Discuss their relevant experience, registration, education and other elements of qualification applicable to this project.

3. Firm Capability

- a. Discuss recent relevant experience of the firm. Projects listed should be similar in nature to the current project and to the extent possible involve team members proposed for this project.
- b. Discuss quantitatively how this project would impact the current and anticipated work load of the office which will perform this work. If "staffing up" will be necessary, discuss which areas and how that would be accomplished.
- c. Describe any special equipment, software or other resources your firm has which will enhance your ability to accomplish this project. If you propose to use CADD, describe the applicable training and experience of your staff and identify any previous projects for which you have used CADD.
- d. Describe your internal procedures for developing, monitoring and maintaining project schedules and budgets.
- e. Describe your internal quality control procedures.
- f. Describe any notable expertise, increase in capacity or other special capabilities of your subconsultants that are critical to your proposal.
- g. Describe how your quality program would enhance the development of this project.
- h. Describe your internal procedures for providing partnering education and development. (Relates to Construction Administration only.)

4. Location of Work.

Describe where the key elements of this work will be performed by the Prime Consultant and the Subconsultants. ECS will award points based on the following criteria:

Less than 50% of all work done in state	0 points
At least 50% but less than 95% of all work done in state	1 point
At least 95% of all work done in state	3 points
100% of all work by the Prime and Subconsultants must be performed in State. Prime must be project convenient (within 35 miles of principal job site).	5 points

## **ENGINEERING CONSULTANTS SECTION**

### **Proposal Evaluation Form**

Questions, which the review panel will generally be seeking to answer in their evaluation, are listed here. The maximum points available for each category are indicated, though the relative weighting of items within each category is up to the discretion of the individual reviewers.

#### **1. PROJECT UNDERSTANDING AND APPROACH (Maximum 40 points)**

- Does the consultant understand the nature and scope of the project and the major tasks and issues that will need to be addressed?
- Has the consultant correctly identified any special problems that are likely to be encountered?
- Does the consultant appreciate the interrelation and relative importance of the various project issues?
- Has the consultant's understanding of the project been expressed clearly and concisely?
- Has the consultant proposed logical approaches for dealing with the project tasks and issues?
- Does the schedule incorporate all the major tasks and events? Does it reflect the interrelationship of important project elements and events? Is the proposed timing realistic?
- Does the consultant understand its responsibilities for the project?

#### **2. PROJECT TEAM (Maximum 35 points)**

- What is the level of ability and experience of the proposed project manager? What is the person's record of accomplishing similar projects in the past in terms of (1) quality of work?  
(2) Meeting schedules, (3) responsiveness to special needs and concerns of the client? Is this individual familiar with specific ADOT standards and procedures?
- Does the person identified as ultimately responsible for the consultant's performance have the authority necessary to commit firm resources, and to act on behalf of the consultant regarding contractual matters and disputes? What is this person's experience and record of performance on past projects of similar type and magnitude? Has this individual been responsive to ADOT and/or other clients in the past?
- Do other key members of the project team (including subconsultants) provide the range and level of expertise necessary to deal with the scope of this project? Are these individuals familiar with specific ADOT standards and procedures? Have they worked together as a team before?
- Specify who will be responsible for construction cost estimating and that persons relative experience on projects similar to the one being submitted on.

#### **3. FIRM CAPABILITY (Maximum 20 points)**

- What level of experience relevant to this project does the consultant have? Are the firm's employees with the relevant experience participating in this project? Is the consultant familiar with ADOT standards and procedures? Has the firm shown a particular commitment to this type of work?

### 3. FIRM CAPABILITY (continued)

- Has the consultant provided quantitative data indicating that qualified personnel will be available for this project? Does the consultant realistically have the ability to add qualified staff if needed for this project or other projects that happen to come on line before this project is completed?
- Will this project benefit from the use of CADD? If so, does the consultant have the type and amount of CADD equipment appropriate for this project? Is the consultant's staff suitably trained and experienced in the use of CADD? Has the consultant successfully used CADD on past ADOT or similar projects?
- Does the firm have other special equipment or software that will be beneficial to this project? Are current staff members familiar with its use? Has it been used successfully before on ADOT or other similar projects?
- Is the consultant's approach for developing and maintaining the project budget and schedule sound? Has the consultant used these procedures successfully on ADOT or similar projects in the past? Are proposed measures to avoid or make up slippage on the schedule realistic?
- Is the consultant's quality control program suitable? Has it been used successfully by the consultant on ADOT or similar projects in the past?
- If one or more subconsultants are critical to the consultant's proposal, do these firms have the technical expertise, available personnel and record of performance appropriate for their anticipated roles?

**F.**

**STATEMENT OF QUALIFICATIONS/SELECTION  
PANEL COMMENT FORM**

FIRM NAME \_\_\_\_\_ # \_\_\_\_\_

PANEL MEMBER \_\_\_\_\_

**1. PROJECT UNDERSTANDING AND APPROACH**

What did you like about the firm's understanding and approach?

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What did you dislike about the firm's understanding and approach?

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What did you think about the way the firm handled special problems and/or special situations?

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What parts of the understanding and approach did you think were well done?

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What suggestions would you make to the firm to improve this section for the next time?

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**SCORE (40 Maximum)**

\_\_\_\_\_

**F.**

**PANEL RANKING FORM - Page Two**

**2. PROJECT TEAM**

Team Strengths:

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Team Weaknesses :

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How are the team member's qualifications geared to this specific project?

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**SCORE (35 Maximum)**

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**3. FIRM'S CAPABILITIES**

Firm's strong areas as related to this project:

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Firm's weak areas as related to this project:

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F.

PANEL RANKING FORM - Page Three

3. FIRM'S CAPABILITIES, CONTINUED

How did the firm fit the subconsultant's qualifications/duties into overall picture?

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SCORE (20 Maximum)

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(SCORES ARE TO BE ENTERED AND TOTALED ON SCORE SHEET)

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OTHER:

Any comments on the format and presentation of the SOQ?

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Any other comments or suggestions?

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**SECTION IV**  
**CONSULTANT FIRM INFORMATION PAGE**

**PART C - CONSULTANT FIRM INFORMATION PAGE**

CONTRACT NO.: 09-05

CONTACT PERSON:

E-MAIL ADDRESS:

CONSULTANT FIRM:

ADDRESS:

CITY, STATE ZIP:

TELEPHONE:

FAX NUMBER:

ADOT CERTIFIED DBE FIRM?

AFFIRMATIVE ACTION ON FILE WITH ADOT?

SUBCONSULTANT(S)	TYPE OF WORK	ADOT CERTIFIED DBE FIRM

**NOTE: The Consultant Firm Information Page must be a separate full page and is included in the total page count. This page is not evaluated by the Selection Panel, but is used by Engineering Consultants Section for administrative purposes.**

**SECTION V**  
**LOBBYING CERTIFICATION**

## Lobbying Certification

The Consultant certifies, by signing and submitting this proposal (see statement in "Introductory Letter"), to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Copies of Form-LLL "Disclosure Form to Report Lobbying", are available at ADOT Engineering Consultants Section, 205 S. 17<sup>th</sup> Avenue, Mail Drop 616E, Room 293E, Phoenix, AZ 85007.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The proposer also agrees, by submitting its proposal, that it shall require that the language of this certification be included in all subcontracts and lower tier subcontracts which exceed \$100,000 and that all such subcontracts and lower tier subcontractors shall certify and disclose accordingly.

The Department will keep the Consultants certification on file as part of their original proposals. The Consultant shall keep individual certifications from all subcontractors and lower tier subcontractors on file. Certifications shall be retained for 3 years following completion and acceptance of any given project.

Disclosure forms for the Prime Consultant and or their subcontractors and lower tier subcontractors shall be submitted to the Contract Manager at the date Statements of Qualifications are due, when said subcontracts exceed \$100,000. During the performance of the contract the Consultant and any affected subcontractors shall file revised disclosure forms at the end of each calendar year quarter in which events occur that materially affect the accuracy of any previously filed disclosure form. Disclosure forms will be submitted by the Contract Manager to the Federal Highway Administration for further processing.

## **SECTION VI**

### **ADOT EMPLOYEE POST EMPLOYEE EMPLOYMENT RESTRICTIONS**



FIFE SYMINGTON  
Governor

LARRY S. BONINE  
Director

## ARIZONA DEPARTMENT OF TRANSPORTATION

INTERMODAL TRANSPORTATION DIVISION  
ENGINEERING CONSULTANTS SECTION  
205 South 17th Avenue - Room 293E, Mail Drop 616E  
Phoenix, Arizona 85007



THOMAS G. SCHMITT  
State Engineer

March 7, 1996

Engineering Consultants Section

### **INFORMATION BULLETIN 96-04**

TO: CONSULTANTS

FROM: ENGINEERING CONSULTANTS SECTION

SUBJECT: ADOT Employee Post Employment Restrictions

The purpose of this bulletin is to provide guidance to consultants in the employment of current or former ADOT employees to work on contracts administered by the Engineering Consultants Section. The following guidelines and policy are intended to avoid actual or perceived conflicts of interest. The reference to "current ADOT employee" applies to both full time employees and temporary employees.

1. A current ADOT employee cannot be employed by a consultant to work on active ADOT contracts.
2. A current ADOT employee cannot be included in a Statement Of Qualifications proposal for an ADOT consultant contract as an owner, an individual, or as a member of the consultants team. If an employee resigns to comply with this rule their last day of ADOT employment must be prior to the date that the proposals are due.
3. If a current or former ADOT employee is employed by a consultant which has an active ADOT contract for which the employee was a decision maker in the selection process or negotiated/approved billings or contract modifications, the employee is prohibited from working on these contracts (Policy and Implementation Memorandum 92-12).



# Arizona Department of Transportation

## Intermodal Transportation Division

206 South Seventeenth Avenue Phoenix, Arizona 85007-3213

Janet Napolitano  
Governor

Victor M. Mendez  
Director

Debra Brisk  
Deputy Director

August 18, 2004

### REVISED INFORMATION BULLETIN NO. 04-05

TO: ADOT Project Managers/Monitors, Resident Engineers  
And Consultant Engineering Firms

FROM: Engineering Consultants Section

SUBJECT: CONFLICT OF INTEREST  
SUPPLEMENTAL SERVICES RESTRICTIONS

The purpose of this bulletin is to provide guidance to firms supplying supplemental service employees to ADOT under contracts administered by the Engineering Consultants Section (ECS).

The following restrictions are intended to avoid actual or perceived conflicts of interest. The reference to "ADOT contract employee" applies to both full time and part time contract employees.

1. A current ADOT contract employee cannot be included in a Statement of Qualifications proposal for an ADOT consultant contract as a member of the consultant's team. Exceptions would be:
  - a. if the contract employee resigns to comply with this rule their last day of ADOT contract employment must be prior to the date that the proposals are due; or
  - b. if the employee's contract is in it's third year and within 4 months of the contract completion date; or
  - c. if the Department exercises it's option not to extend the existing contract.
2. If a current or former ADOT contract employee is employed by a consultant which has an active ADOT contract for which the contract employee was a decision maker (for example: involved in the final scope preparation, involved in the selection process or negotiated/approved billings or contract modifications), the employee is prohibited from working on these contracts.

As of this date, a copy of this information bulletin will be included in each ECS Statement of Qualifications package.

If a waiver is requested from the above restrictions, a statement must be submitted to ECS describing the nature of their involvement prior to proposal submittal or work assignment. Resolution of potential conflicts of interest will be determined by ECS in conjunction with the applicable Deputy State Engineer.

**SECTION VII**  
**SCOPE OF WORK**



**ARIZONA DEPARTMENT OF TRANSPORTATION**  
**INTERMODAL TRANSPORTATION DIVISION**  
**ENGINEERING TECHNICAL GROUP**  
**ENGINEERING SURVEY SECTION**

**SCOPE OF WORK**

**STATEWIDE ON-CALL GROUND SURVEYING SERVICES**  
**VARIOUS LOCATIONS**

**July 2008**

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## SCOPE OF WORK

### 100 GENERAL

#### 110 LOCATION

All projects are located within the State of Arizona, on existing highways, proposed routes or other locations that are a part of, or are proposed to be incorporated into, State Routes within the State of Arizona. Other facility locations within the state may also be considered for location & photogrammetric surveys within the State.

#### 120 DESCRIPTION

This survey contract is to provide ground control, location of existing topographic features, and/or the creation of electronic files for supporting photogrammetric or location surveys. The survey results will be used for route selection, Design Concept Reports (DCRs), design of new roads, and various roadway improvements within the State of Arizona. The project activities include: ground control setup, paneling, panel coordinate surveys, locating section corners, locating right-of-way markers, locating grade breaks, and other map worthy features as dictated by project needs. The survey data could be used to generate Digital Terrain Models (DTMs), "Best Fit" alignments, and/or the creation of electronic files used to graphically display the collected information according to the Arizona Department of Transportation (ADOT) Computer Aided Drafting and Design (CADD) standards.

#### 130 PURPOSE

The purpose of this contract is to retain Consultants on an "on-call" (as needed) basis to perform required ground surveying services or electronic data preparation. The data collected under this contract will be used in the design/feasibility of roadway construction projects.

#### 140 ORGANIZATION

The Arizona Department of Transportation retains professional consultants to perform a variety of engineering/surveying services. In order to maintain uniformity with ADOT processes and ultimate reference needs, one or more employees from the ADOT Engineering Survey Section (ESS) may be selected to provide advice and guidance to each of the Consultants during the compilation/collection of the data. After a contract has been awarded to a Consultant, the Consultant will need to coordinate with a representative from ADOT ESS for a one-time Preliminary Kickoff Meeting intended to identify ADOT expectations and help the Consultant become familiar with ADOT deliverables. The remaining sections of this contract define the responsibilities of ADOT, the Consultant, and describes the scope of services.

## 150 LENGTH OF SERVICES

The length of service of the initial contract will be ONE (1) YEAR from date of notice to proceed. The negotiated contract may be extended on a yearly basis for a total of three (3) years.

## 160 PROJECT SCHEDULE

The target date for starting this contract is **March 1, 2005**.

## 170 TASK ORDER SCOPE

When a consultant's services are needed, ADOT ESS will request a meeting with the Consultant to help the Consultant identify their "Task Order Scope" and "Project Schedule". After this meeting, The Consultant will prepare and submit to ADOT ESS a "Task Order Scope", "Cost Proposal Request", and "Project Schedule" for each project assigned to the Consultant. The "Task Order Scope" will supplement the scope herein and will define the specific parameters for an assigned project such as the location, requested project completion date, products required, and/or additional submittal requirements, etc.

The Consultant shall submit their "Task Order Scope", "Cost Proposal Request", and "Project Schedule" to ADOT ESS within five (5) days of receipt of the scope of work. Consultants may not be awarded a contract for any number of reasons including quoted "Task Order Scope" or stipulated "Project Schedule". If a Consultant is not awarded a contract, then no charges will be forwarded to ADOT ESS.

The Consultant's Cost Proposal shall include a plan for completion of their data to accommodate the project schedule as provided by ADOT. If this schedule cannot be met, the Consultant will submit reasons in writing to include external delays in requesting additional time for completion. This request must also include a new schedule with a completion date. Selected Consultants will be expected to work closely with ADOT to provide for timely delivery of the finished product(s).

When ADOT ESS and the Consultant have determined a start date, cost, and finish date, ESS will issue an "Authorization Letter" to the Consultant to begin work. This letter will contain the cost and dates of start and completion per the agreement.

## 200 DESIGN REFERENCES

The following documents and design references have been adopted, developed, and/or published by ADOT or other public agencies for use in design. Included in this listing by agency are standards, specifications, manuals, guides, procedures and environmental regulations which shall be applied to the various aspects of the project. The Consultant is advised that while possession of all these documents is not necessary to complete the project, they will be held responsible for knowledge of their applicability as they pertain to performing surveying activities. Many of the

publications in Section 210(a) can be obtained through Engineering Records at ADOT headquarters in Phoenix.

#### 210(a) ADOT PUBLICATIONS

- A. CADD Standards
- B. Photogrammetry and Mapping Standard Specifications
- C. Manual for Field Surveys (ESS)
- D. Traffic Control Manual for Highway Construction and Maintenance
- E. Manual of Approved Signs
- F. Manual on Uniform Traffic Control Devices (FHWA)

#### 210(b) MISCELLANEOUS REPORTS & STUDIES BY ADOT/ADOT CONSULTANTS FOR THESE PROJECTS

Miscellaneous Reports and Studies by ADOT/ADOT Consultants for a particular project may also be available. Upon written request, ADOT ESS will provide any Reports and Studies that are necessary for the completion of the Consultants work. An example of a completed project is available from ADOT ESS which includes the required formats.

#### 220 AASHTO AND FHWA REFERENCES

ADOT references and publications shall control the work, and any necessary supplementation should be provided by appropriate AASHTO and/or FHWA references. If ADOT references and publications are in conflict with AASHTO, FHWA, or other appropriate references, then the ADOT ESS Coordinator/Advisor will provide guidance or direction when requested.

### 300 SURVEY SPECIFICATIONS AND CRITERIA

#### 310 GENERAL

The Consultant shall use all data supplied by ADOT and other materials (such as Section 210(a) & 210(b) above) to provide complete surveys suitable for highway design contract documents preparation which shall meet the technical requirements of ADOT and the Arizona State Board of Technical Registration. The North American Datum of 1983 with minor revisions in 1992 (NAD 83/92) shall be used for horizontal control, and the North American Vertical Datum of 1988 (NAVD 88) for vertical control. All work will be performed under the direction of an Arizona Registered Land Surveyor. In addition, surveys under this contract shall follow the specifications and be guided by the basic survey criteria listed below.

The Consultant shall be responsible for the survey work outlined in this section. The work shall conform to the standards, specifications, criteria, and requirements of this Scope of Work. When applicable, all surveys shall be made by Real Time Kinematic (RTK) methods using the Global Positioning System (GPS) technologies significantly tied to State Plane Coordinates as published by the National Geodetic Survey (NGS) unless prior agreements are made. Verification of the existing control is required prior to the production of survey data. Densification of control may be needed in areas where the control is scarce. This can be achieved through the implementation of static GPS sessions. In areas where GPS signals can not be obtained, conventional methods such as the use of total stations may be needed. The survey shall be prepared in English units (i.e. in international feet) using English standards of measurement.

#### INTENT OF SPECIFICATIONS:

The intent of these specifications is to prescribe the details for performance and completion of work that must be met by the Consultant when providing surveying services. Where the specifications and special provisions describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the finest quality are to be used. Unless otherwise specified and agreed to by ADOT ESS Coordinator/Advisor, the Consultant shall provide all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the Contract.

### 320 PREBID QUALIFICATIONS

#### EXPERIENCE AND EQUIPMENT:

Prior to being invited to submit a proposal, the Consultant must submit a statement to certify that the Consultant has had previous experience in this type of specialized survey or in a closely related field. ADOT may request a list of references, resumes of key personnel, or an example of work products. The Consultants are required to submit a list (certified by an Arizona Registered Land Surveyor) of the equipment they use in the planning, collection, processing, and displaying of their survey information.

#### COMPETENCY OF CONSULTANTS:

Proposals will only be issued to prospective Consultants who are qualified, in the opinion of ADOT, to do the work in the manner and time specified. It shall be the Consultants responsibility to ensure that they provide to ADOT all of their relevant experience, knowledge, and skills. Once the Consultants provide all relevant experience, knowledge, and skills, ADOT shall be the sole judge of the competency and qualifications of the prospective Consultants.

## 330 CONTROL SURVEY REQUIREMENTS

A. HORIZONTAL CONTROL:

In accordance with the “Standard Accuracy Specifications for Control Surveys” specified in Appendix B, all Surveys shall be accurately adjusted for closure according to the surveying methodology used. ADOT will only accept surveys that meet or exceed the specified accuracies. It shall be the sole responsibility of the Consultant to ensure (i.e. provide ties to existing monuments) and demonstrate to ADOT’s satisfaction that the specified accuracies have been met or exceeded. The initial and final stations of each traverse shall be an existing station recognized and published as a First or Second Order, or higher, horizontal monuments by the NGS. Both the initial and final stations shall be verified for position by observing and recording the coordinates of the First or Second Order, or higher, stations and measuring the relative differences between them and the recorded values.

B. VERTICAL CONTROL:

In accordance with the “Standard Accuracy Specifications for Control Surveys” specified in Appendix B, vertical positions shall be established on all horizontal controls and shall be considered as Bench Marks (BM). Additional BMs shall be established along the traverse route so that the BM spacing shall not exceed one (1) mile. BM Level Lines shall originate on at least two (2) existing BMs agreeing within the limits of these specifications. The two (2) originating and the two (2) terminal BMs must be recognized and published as First or Second Order, or higher, vertical monuments by the NGS. The missed closure of unadjusted level data for BM Leveling shall not exceed the limits as specified in the “Standard Accuracy Specifications for Control Surveys”.

- C. All surveys and mapping for these projects will tie to existing roadway(s) at the beginning and end of the project, as well as any cross over locations. The existing centerline may be re-established in its original position by locating, marking, staking and/or referencing the edges of pavement, POTs, PCs, PTs, TSs, SCs, CSs, STs, PIs (if possible), 50 ft. station intervals along the existing curves and spirals, and 100 ft. station intervals on tangents. The use of offset baselines for re-establishing or defining the existing centerline is permitted if dual monumentation control (one on each side of the centerline) is provided such that construction of the future roadways will not interfere with this monumentation. The centerline stationing of the project shall be a “Best Fit” of ADOT’s established field stationing. If roadway or traffic conditions warrant traffic control measures, then the Consultant will need to specify this in their contract and are required to obtain their own traffic control measures.



- D. Completed ground control surveys shall be submitted in permanently bound books (3-ring binders are not acceptable) with the final plans sealed. The surveys shall include locations and references of control points, (including the beginning and ending points of the project, NGS datasheets, as well as any crossovers for both directions along the centerline alignments), PCs, PTs, TSs, SCs, CSs, STs, and PIs (if possible) of curves, POTs with a maximum interval of 1000-feet, and bench marks on alternate sides of the roadway with a maximum interval of 1000-feet. All survey data collected and provided by the Consultant to ADOT, must be certified by an Arizona Registered Land Surveyor. Any coordinates used shall comply with the Arizona State Plane Coordinate System. See Section 310.
- E. Surveys may include, as applicable, but are not limited to the following:
- a) Base line control surveys
  - b) Right-of-Way surveys including
    - 1) Section Corner and Land Ties
    - 2) Existing Right-of-Way Monuments
    - 3) New Right-of-Way Monuments
    - 4) A "Results of Survey" map
  - c) Topographic surveys
  - d) Drainage and/or Bridge structure surveys – Describe all existing structures
  - e) Control surveys with ties to the Arizona State Plane Coordinates
- F. The Consultant shall obtain any and all permits that may be required prior to beginning their field work (ADOT District, United States Forestry Service, Bureau of Indian Affairs, Department of Defense, etc.). For example, surveys within the USFS boundaries require a notification in advance only. A traffic control plan may also be required for certain work or permits. Preparation of surveys shall conform to applicable documents referenced in Section 200, including (but not necessarily limited to those specified) procedures, record-keeping requirements, equipment use, and safety precautions. The Consultant shall secure an access permit, if required, from the appropriate agency should any work that disturbs the environment be necessary (i.e. USFS, BIA, DoD, etc.).

- G. Unless otherwise directed by the ADOT ESS Coordinator/Advisor, the Consultant shall be responsible for selecting/verifying a scale that results in good plan clarity. The following scales are suggested for use in the preparation of mapping, survey base maps, and construction plans (refer to other reference material for English Units or use per the direction of the ADOT ESS Coordinator/Advisor):
- a) 1" = 20' (Location Surveys, Intersection Plans, and other items of considerable detail)
  - b) 1" = 50' (Photogrammetric Surveys, Construction Plans, Traffic Control Plans, & R/W Maps)
  - c) 1" = 400' (Drainage Maps and R/W Key Sheets)
- H. Completed surveys and maps shall be recorded in an acceptable format. Upon final approval, the books, maps and CADD files, and other storage media, shall be submitted to the designated ADOT ESS Coordinator/Advisor. The ADOT ESS Coordinator/Advisor shall obtain a survey/mapping number from ADOT Engineering Records Department and have the survey books and maps filed with a "completed location survey by Engineering Consultant" transmittal letter and provide the Consultant and the ADOT Project Manager with the recording information.
- I. Cross Sections and Profiles – as required or as specified
- J. Arizona State Plane Coordinate Ties
- All survey work shall be suitably tied to the Arizona State Plane Coordinate System (see Section 310.)
- K. Miscellaneous additional needs per agreement with ADOT ESS.
- L. TRAFFIC CONTROL PLANS:

The Consultant and the ADOT ESS Coordinator/Advisor shall determine the need for Traffic Control Plans and prepare traffic control plans for each phase, detailing patterns for traffic flow, access to local businesses and residences, any temporary signing, temporary pavement marking, etc. The Consultant shall coordinate with ADOT to assure that the traffic control plans are prepared in accordance with the most current policies and procedures.

**700 MATERIAL AVAILABLE FROM ADOT****710 SURVEYS AND MAPPING**

The Consultant may retrieve the following materials from ADOT Engineering Records, ADOT ESS, or ADOT Photogrammetry and Mapping, as available:

- A. Vicinity Map(s)
- B. Descriptions and values for ground control monuments
- C. ADOT State Plane Coordinate Ground Adjustment Factor(s)
- D. Aerial photographs
- E. ADOT Publications - see Section 210(a)

**720 RECORD DOCUMENTS**

The Consultant may acquire the following ADOT drawings through Engineering Records and Right-of-Way Engineering:

- A. Available "As-Built" plans, of existing conditions at 1655 West Jackson Street, Mail Drop 112F, Phoenix, Arizona 85007-3217.
- B. Available right-of-way plans of existing conditions at 205 South 17<sup>TH</sup> Avenue, Mail Drop 612E, Phoenix, Arizona 85007-3217.

**800 SURVEY CONSULTANT COORDINATION**

Due to design and construction commitments, final survey products must often be delivered as soon as applicable. This will require a joint effort from the Consultant selected to provide the various components of survey for the end survey product. This will not happen as a matter of course if the selected Consultant does not work closely with ADOT to provide as much information as possible about any and all issues. The Consultant should be prepared to meet on an as needed basis to discuss issues with the ADOT ESS Coordinator/Advisor. There should also be open communication on an ongoing basis in order to assure the most timely and best quality product. The ability to provide this cooperation will be considered in the selection of additional survey projects for selected Consultants.

**1000 CONTRACT ADMINISTRATION**

**1010 ARIZONA DEPARTMENT OF TRANSPORTATION**

For each Consultant, the ADOT ESS Coordinator/Advisor will:

- A. Review the Consultant's billings.
- B. Review and evaluate the Consultant's requests for an extension of time and supplemental agreements.
- C. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence.
- D. Coordinate the distribution of public information.
- E. Provide a focal-point contact for all questions, requests, and submittals.
- F. Provide for and lead survey consensus and status meetings with all appropriate Consultants and ADOT ESS Coordinator/Advisor on an as needed basis during the course of the surveys for each project.
- G. Conduct ongoing reviews of the Consultant's progress in performing the work and provide technical comments in a timely manner.
- H. Coordinate project scheduling with the Consultant and other ADOT Services.

**1020 CONSULTANT**

- A. The Consultant shall:
  - a) Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project in the location specified in the Consultant's technical proposal.
  - b) Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.
  - c) Establish internal accounting methods and procedures for documenting and monitoring project costs.
  - d) Establish and maintain contract administration procedures, which will include any supplemental agreements, etc.
  - e) Include the complete Project Number, TRACS number, Route, Mile Post, and project name on all correspondence related to this contract.

- f) Attend survey consensus, status and team building meetings with all appropriate partners at the start and on a regular basis during the project development period.

B. Consultant's responsibility:

The Consultant is responsible for the accuracy and completeness of the survey product prepared for each project. The plans will be reviewed by ADOT for conformity with ADOT procedures and the terms of the contract. **Review by ADOT does not include a detailed review or checking of surveys of major components and related details or the accuracy with which such surveys are depicted.** Therefore, the Consultant shall be solely responsible for all data transmitted to ADOT under this contract.

1030 PROJECT CONTROL

The Consultant shall provide data to monitor costs, manpower, and to report progress using a format defined by the parties specific for each project.

1040 SUBCONTRACT SERVICES

Due to the nature and scope of the required services, the Consultant may subcontract portions of the work with ADOT permission. **Note:** Any subcontract work done for the Consultant will be under the general direction of the Consultant and paid as part of their contract. ADOT will not be held liable for these additional services. It's the responsibility of the contractor to check the quality and accuracy of the subcontractor, and to merge their data as dictated by project needs.

1050 PROJECT RELATED CORRESPONDENCE

The Consultant shall furnish the ADOT ESS Coordinator/Advisor with all written documentation within one (1) week of any such communications between the Consultant and any other party that pertains specifically to this project. The Consultant is also responsible for recording and distributing to the participants the minutes of all meetings pertaining to this project within one (1) week of that meeting.

1060 QUALITY CONTROL

The Consultant is responsible for the accuracy and completeness of the surveys prepared under this contract and shall check all such material accordingly. The Consultant shall have a quality control plan in effect during the entire timeline that work is being performed under this contract. The plan shall establish a process whereby surveys, calculations and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. Periodic Quality Control audits may be performed by the ADOT ESS Coordinator /Advisor.

## 1070 ACCEPTABILITY OF THE WORK

The surveys, requested calculations, reports and other documents furnished under this Scope of Work shall conform to "standards of the industry" quality. Criteria for acceptance shall include a neat appearance and shall be well organized, accurate and complete, both technically and grammatically correct, and shall be checked in accordance with an approved Quality Control program. The designer, checker, and other persons working on each element shall initial or sign their work.

## 1080 COMPUTER AIDED DESIGN AND DRAFTING (CADD)

All drawings and/or electronic files delivered by the Consultant shall conform to ADOT's drafting and CADD standards. The current ADOT approved version of Bentley's MicroStation software will be used. All graphic files shall be provided in MicroStation's native design file (.DGN) format, and contain data in vector format only. Digital Terrain Model (DTM) files shall be produced with Bentley's InRoads/Site/Survey Select CAD compatible file formats. Raster data shall not be accepted unless otherwise stated by ADOT. Use of non-MicroStation vector format and subsequent translation of graphic files to the .DGN format shall not be acceptable. No zipped files shall be accepted as a final deliverable. Reference files are not to be copied into the plan sheets master file.

All final project documentation, electronic (.dgn, ASCII, alg, rpt, dtm, project wide reference files, etc.) or hard copies, shall be packaged separately, suitably labeled and delivered to the assigned ADOT ESS Coordinator /Advisor with two (2) copies. All delivered materials are the sole property of the State of Arizona. ADOT cells are not to be modified unless approved by ADOT prior to commencement of work.

All pre-approved storage media deliverables shall contain an electronic Index of files on the storage media, a letter of transmittal to the ADOT ESS Coordinator /Advisor (2739 East Washington Street, Mail Drop 203P, Phoenix, Arizona 85034-1422), and all must be labeled with the information stated below:

- A. Whom Prepared the Storage Media (i.e. Company Name)
- B. Federal Project Number (if applicable)
- C. Route
- D. Milepost (Beginning/Ending)
- E. Prefix (Rt, Co, MP) and TRACS Number
- F. Project Name
- G. Type of File(s)
- H. Creation Date
- I. (#) of (total #)

In addition to the generalized CADD requirements stated above, all Consultants of ADOT projects may be required to provide the following (If a Consultant is unclear about items required for their project, then please contact the ADOT ESS Coordinator /Advisor):

- A. State Plane Coordinate Ground Adjustment Factor(s)
- B. Contour Interval
- C. Project Map or Plan Scale
- D. Horizontal and Vertical Datum
- E. Arizona Zone
- F. Hard copy of report(s) and plot(s)

Based on the Scope of Work, the following items may be required for delivery:

- A. Hard copies could consist of the following items:
  - a) Field Notes
  - b) Sketches
  - c) Transit and/or Level Book(s)
  - d) Plot(s)
  - e) Report(s)
  - f) Site Photographs
- B. Electronic files could consist of the following items:
  - a) Microstation (.DGN) file(s) containing map worthy features (i.e. vegetation, roads, buildings, washes, utilities, contours, etc.) within the project limits.
  - b) Microstation (.3D) file(s) containing graphic features (i.e. breaklines, random points, and boundary lines) used to produce the DTM.
  - c) Microstation In Roads/Site Survey Select (.DTM) file(s) containing electronic data used to approximate a three (3) dimensional surface.
  - d) Microstation In Roads/Site Survey Select (.ALG) file(s) and (.RPT) file(s) containing electronic data used to produce a horizontal "Best Fit" alignment including a basis of stationing and/or horizontal control.

- e) ASCII (.CSV) file(s) containing discreet points collected by surveyors under the supervision of an Arizona Registered Land Surveyor. The following ASCII files may be provided to ADOT as a deliverable:
  - 1) Project Control and/or Aerial Panel Points
  - 2) Section Corners
  - 3) Property Corners
  - 4) Right-of-Way Monuments
  - 5) Structure Files
  - 6) Edge of Pavement Files
  - 7) Mile Post Markers
  - 8) Centerline and Driving Stripes
  - 9) Any other features as requested
- f) Scanned Images, Aerial Photographs, and USGS Quadrangle Maps used for planning, collecting, or processing of the Consultant's data.



**APPENDIX A****RESPONSIBILITY CHART**

<b>TASK DESCRIPTION</b>		<b>CONSULTANT</b>	<b>ADOT</b>	<b>OTHERS</b>
<b>A.</b>	<b>PROJECT INITIATION</b>			
1.	Prepare deliverables schedule for ADOT review	<b>X</b>		
2.	Approve schedule for deliverables		<b>X</b>	
<b>B.</b>	<b>GATHER EXISTING SURVEY DATA</b>	<b>X</b>	<b>OR</b>	<b>X</b>
<b>C.</b>	<b>LOCATION &amp; PHOTOGRAMMETRIC CONTROL SURVEYS</b>			
1.	Horizontal	<b>X</b>	<b>OR</b>	<b>X</b>
2.	Vertical	<b>X</b>	<b>OR</b>	<b>X</b>
3.	Panels	<b>X</b>	<b>OR</b>	<b>X</b>
4.	GPS CONTROL	<b>X</b>	<b>OR</b>	<b>X</b>
5.	Books/Documentation	<b>X</b>	<b>OR</b>	<b>X</b>
<b>D.</b>	<b>FINAL DELIVERABLES</b>			
1.	Final Assembly of all data	<b>X</b>	<b>OR</b>	<b>X</b>
2.	Mapping			
a.	Digital Terrain Model	<b>X</b>	<b>OR</b>	<b>X</b>
b.	MicroStation 3D Base Map	<b>X</b>	<b>OR</b>	<b>X</b>
c.	Alignment File(s)	<b>X</b>	<b>OR</b>	<b>X</b>
d.	MicroStation Topographic/Contour Base Map	<b>X</b>	<b>OR</b>	<b>X</b>

## APPENDIX B

### STANDARD ACCURACY SPECIFICATIONS FOR CONTROL SURVEYS

- |    |  |                    |
|----|--|--------------------|
| 1. | Maximum closing error in position after angular adjustment (ratio) | 1:50,000           |
| 2. | Maximum total angular error per closed traverse (sec)              | $3\sqrt{N}^1$      |
| 3. | Maximum elevation closing error (ft)                               | $0.025 \sqrt{M}^2$ |

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<sup>1</sup> N=Number of angle stations

<sup>2</sup> M=Distance in miles

## **SECTION VIII**

### **ADVANCE AGREEMENT CHECKLIST**

# ARIZONA DEPARTMENT OF TRANSPORTATION

## ENGINEERING CONSULTANTS SECTION

### ADVANCE AGREEMENT CHECK LIST

(See FAR 31.109)

#### 1. Direct Labor

Direct labor will be billed at actual costs, as defined in FAR 31.001, unless a specific classification or individual's billing rate is capped. However, for partners, sole proprietors and Limited Liability Companies (LLCs) where owners may not be paid an hourly wage or salary, direct labor will be billed at rates agreed to by ADOT. (Also see **Compensation for Personal Services**.)

Only the pay rates of those employees who will likely be expected to be directly involved on the Project stated in the Contract can be used in developing cost proposal rates.

#### 2. Home Office Allocations or Similar Allocated Costs

FAR 31.109(h)(14) states, "General and administrative costs (e.g., corporate, division, or branch allocations) attributable to the general management, supervision, and conduct of the contractor's business as a whole." These costs may represent a significant portion of indirect (Overhead) costs.

All Cost Principles addressed in the Contract Cost Allowability Guidelines and Policies ("CCAGP") must be followed by a Consultant/Subconsultant's home office, division or other related entity that allocates costs to the Consultant/Subconsultant (see the CCAGP **A.5. Allocability of Costs**). These costs should be identified and agreed to in advance as to the amounts considered reasonable and allocable to ADOT contracts.

#### 3. Overhead Rates by Type of Engineering Discipline or Specialty

Firms qualified to provide more than one engineering discipline or specialty must be able to substantiate separate overhead rates for each of the following disciplines:

- Construction Administration (CEI)
- Design
- Geotech
- Supplemental Services

#### **4. Compensation for Personal Services**

See CCAGP B.31.205-6 Compensation for Personal Services.

Compensation for personal services is normally the most significant element of indirect cost. The components of compensation for personal services should be identified and the amounts to be considered reasonable and allocable to ADOT contracts agreed to in advance.

In particular, the following elements of Compensation for Personal Services, if applicable, should be agreed to in advance:

- Both the reasonableness and allocability of compensation paid to partners, sole proprietors, or owners and family members of same, along with highly compensated employees.
- Allowability of bonuses. Under above reference, see 2. *Bonuses and incentive compensation.*

#### **5. Cost of Money**

If this item is requested, it must be properly proposed as a separate line item in the Derivation of Costs Proposal, and documented in accordance with 31.205-10. Also see FAR 31.201-1.

#### **6. Bid and Proposal Costs (see FAR 31.205-18) and Selling/Marketing Costs (see FAR 31.205-38)**

Bid and proposal costs and selling/marketing costs will be looked at carefully in the preaward review. Any unreasonable and/or unallocable costs being claimed will be disallowed. Adequate documentation will be expected for such claimed costs. Unallowable portions will be expected to be properly identified.

#### **7. Other Direct Costs**

It will be expected that Other Direct Costs (any expense/cost other than Direct Labor and Subconsultants) be included in the Overhead cost pool. If a Consultant/Subconsultant proposes Other Direct Costs, it will need to obtain prior approval of its accounting methods by ADOT's Office of Audit & Analysis—External Audit Team before it can include such costs in its Derivation of Costs Proposal submitted to ADOT's Engineering Consultants Section.

## **7. Other Direct Costs, continued**

The list of incidental costs that follow should not be considered to be "all-inclusive". However, the items noted below are specific costs ADOT has identified as being onerous to deal with as Other Direct Costs. Most Consultants/Subconsultants already include such costs in Overhead cost pools.

- Audio/Video equipment and supplies, including VCRs and video cameras
- Cell phones
- Copy machines
- Densometer
- FAX
- Internet/electronic mail
- Mileage for company vehicles
- Office space considered to be "extra". (Exception is for Construction Administration field office.)
- Postage and/or Courier
- Survey supplies
- Telephone calls--both local and long distant

Additional points to consider:

- If a Consultant/Subconsultant does not have separate cost pools (for example CADD and Reproduction Costs), ADOT believes it will be very difficult to adequately substantiate such costs.
- Be aware that if the costs of specific services normally provided by a Consultant/Subconsultant are included in its Overhead Cost Pool, then any unexpected costs that may be incurred to provide those same services must be charged to an Overhead cost account. Any questions regarding this matter should be directed by ADOT's Office of Audit & Analysis—External Audit Team.

## **8. Incidental Costs Which Should Normally Be Charged Directly to the Contract**

- Lease/rental of vehicles or other specialty equipment. (This cost should be substantiated by evidence of appropriate bidding including support for the bid accepted.)
- Mobilization of equipment.
- Travel and Lodging, including per diem, following ADOT's Travel Authorization Policy.
- Special reproduction costs provided by outside vendors

**SECTION IX**  
**BOILER PLATE CONTRACT**

Contract No.: 09-05  
TRACS No.: VARIOUS  
Project No.: VARIOUS

A.G. Contract No: KR94-1408ALS

**CONSULTANT CONTRACT**

This CONTRACT is made and entered into on \_\_\_\_\_, 20\_\_\_\_ by and between the State of Arizona, Arizona Department of Transportation, Intermodal Transportation Division, acting by and through the Director, hereinafter called STATE, and

(Consultants Name and Address Inserted Here)

hereinafter called the CONSULTANT.

The Description and Location of the CONTRACT and related project(s) are as follows:

**Description:**

STATEWIDE ON-CALL GROUND SURVEYING SERVICES

**Location:**

VARIOUS

**RECITALS**

1. The STATE desires that On-Call Ground Surveying Services be provided for the above location. The trained personnel needed for the CONTRACT and related project(s) are not currently available within its own organization.
2. The CONSULTANT firm with its principals and employees is considered to be qualified and otherwise capable of performing the work required by this contract in the time allotted.
3. Therefore, pursuant to Arizona Revised Statutes, Section 28-1803(5) it is deemed to be in the public interest to enter into this contract.



**AGREEMENT**

Therefore, in consideration of these premises and of the mutual clauses and agreements herein contained, and the faithful performance thereof, the CONSULTANT and the STATE contract and agree:

**2.01 SCOPE OF WORK**

The CONSULTANT shall perform engineering services for the satisfactory completion of the CONTRACT and related project(s) as detailed and described in the following Scope of Work dated July 2008 which is considered to be a part of this CONTRACT.

(Scope of Work Inserted Here)

**3.01 CONTRACT SCHEDULE AND COMPLETION DATE**

Work on the CONTRACT and related project(s) is scheduled to commence on \_\_\_\_\_. Work is to be completed within 365 calendar days from notice to proceed for an estimated completion date of \_\_\_\_\_, 20\_\_\_\_. The STATE assumes no liability for work performed or costs incurred prior to the beginning date or subsequent to the CONTRACT completion date. The STATE retains the option of renewal of two additional one year extensions.

**3.02 CONSULTANTS COMPENSATION - LUMP SUM BY TASK ORDER**

1. The method of payment for this CONTRACT is a Lump Sum Cost per Task Order. Costs for each Task Order will be derived from the rates as shown in the Contract.
2. Total compensation for the work performed shall not exceed the sum of \$0.00 plus approved adjustments. The Unit Prices of Work and Direct Expenses are subject to change pending Pre-Negotiation Audit Review. Initially, the contract will be given Negotiated Provisional Unit Prices of Work. Upon receipt of the Pre-Negotiation Audit Review, a contract modification will be executed to establish the Negotiated Unit Prices of Work for the contract. A re-determination adjustment in the total amount paid or to be paid on all payment reports shall be made to reflect the established Negotiated Unit Prices of Work, and resulting additional payments, refunds, or credits shall be made promptly. For following years, if Unit Prices of Work have been provided to and approved by Audit and Analysis, a contract modification will be executed to revise the Negotiated Unit Prices of Work at each renewal year(s) of the contract. The Task Order Notice to Proceed date will be the effective date for all re-determination of costs.
3. Costs are to be identified separately for each Task Order. Costs for each Task Order must not exceed the amounts budgeted during the contract time frame without prior written approval of the STATE.
4. The CONSULTANT is required to submit a Monthly Progress Report in a format furnished by the STATE showing the status of the work and the degree of completion thereof.
5. The STATE shall not withhold retention on progress payments. However, if satisfactory progress has not been made, the STATE may first retain a maximum of 10% of the current and subsequent billings, or secondly, the STATE may refuse to make full progress payment(s) of such sums which are considered necessary.
6. When all work is delivered, accepted and approved as complete by the STATE, the ADOT Office of Audit and Analysis may prepare a report showing allowable costs incurred. Preparation of this report may require an audit examination of the CONSULTANT'S records. This may also include an examination of subconsultants or subcontractors records.

7. Final payment shall be made as soon as possible after 60 days from the date of acceptance of the audit findings, if applicable, by the STATE and the CONSULTANT.
8. In the event the STATE requires substantial changes in the scope, character or complexity of the work on the CONTRACT, the total compensation as well the fixed fee portion may be re-evaluated and adjusted to a greater or lesser amount by mutual agreement between the CONSULTANT and the STATE.
9. In the event this CONTRACT is terminated by the STATE as herein provided, the CONSULTANT may be paid all the allowable costs incurred, including mobilization and demobilization expense, plus that portion of the fixed fee earned to date of termination as determined by the STATE. Mobilization and demobilization expenses shall include only reasonable costs of marshalling personnel (and equipment if specifically provided for in the contract) for performing this work and of terminating employment of such personnel. No costs will be allowable in connection with termination of employment if incurred later than fifteen (15) days after the date of termination. Costs will be determined as provided in the Federal Acquisition Regulations and may be verified by an audit.

The CONSULTANT shall submit invoices on a regularly monthly basis in accordance with a timetable agreed to in contract negotiations. Invoices should be sent directly to ADOT Project Manager or Project Monitor.

The CONSULTANT will submit invoices for work performed by their Sub-consultants even though the prime CONSULTANT may not have performed working during the preceding month.

On or before the seventh day after the STATE makes a progress payment to the CONSULTANT, the CONSULTANT shall pay the Sub-consultants for the work performed to the extent of each Sub-consultant's contractual interest in the progress payment.

#### 4.02 CONTRACT MODIFICATIONS

1. Contract modifications, defining and limiting the terms of the contract and compensation, must be approved by the STATE, and shall be submitted in the form and format provided by the STATE. The CONSULTANT will be compensated only with prior written authorization by the STATE. Any administrative/technical costs associated with the preparation of said modifications are solely the responsibility of the CONSULTANT.

- a. Supplemental Agreements

Significant changes in the scope, character, or complexity of the work may be negotiated if it is mutually agreed that such changes are desirable and necessary. Contract changes defining and limiting the work and compensation must be authorized by the STATE. Such supplemental agreement(s) shall be made in writing, and it is expressly understood and agreed that no claim for extra work performed or materials furnished shall be made by the CONSULTANT until authorization to proceed is granted, in writing, by the STATE.

b. Changes Orders

The STATE may at any time, by written order, and without notice to sureties, if any, make (or direct) changes within the general scope of this CONTRACT in the services to be performed.

**4.03 DELAYS AND EXTENSIONS**

The CONSULTANT agrees that no charges or claims for damages shall be made against the STATE for any delays or hindrances during the progress of this CONTRACT. Such delays or hindrances, if any, will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the CONTRACT after the established completion date, shall not be construed as a waiver by the STATE of any of its rights herein.

**4.04 LATE SUBMITTAL OF INVOICE**

Unless waived by the STATE, in writing, all invoices for work performed under this CONTRACT shall be submitted within 60 days from date of acceptance of the completed portion of the work performed.

**4.05 PERFORMANCE EVALUATIONS**

The CONSULTANT'S performance will be evaluated periodically in accordance with the schedule set forth in Appendix \_\_\_\_\_ of this CONTRACT.

**4.06 GENERAL COMPLIANCE WITH LAWS**

The CONSULTANT shall comply with all Federal and State laws, and local ordinances and regulations.

**4.07 LITIGATION**

In the event of litigation between the CONSULTANT and the STATE involving this CONTRACT, the laws and decisions of the State of Arizona shall apply and any such litigation shall be commenced and prosecuted in the appropriate court of competent jurisdiction of the Federal or State Court System within the geographical boundaries of the State of Arizona.

**4.08 DISPUTE ESCALATION (Administrative Review)**

A written dispute escalation process will be utilized to resolve questions of fact during the course of this CONTRACT. The final determination will be made by the STATE.

**4.09 ARBITRATION**

The parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the sole relief sought is monetary damages of \$100,000, or less, exclusive of interest and costs.

**4.10 TERMINATION, POSTPONEMENT OR ABANDONMENT**

1. The right is reserved by the STATE to terminate, indefinitely postpone work, or abandon the CONTRACT. The STATE may terminate this CONTRACT in any one of the following circumstances:
  - a. Failure of the CONSULTANT to perform the services as detailed herein and in any modifications to this CONTRACT.
  - b. Failure of the CONSULTANT to complete this CONTRACT within the time specified herein and in any modifications to this CONTRACT.
  - c. Failure of the CONSULTANT to comply with any of the terms of this CONTRACT.
  - d. When, for any reason, the STATE shall determine that such termination is in its best interest.
2. If the STATE contemplates termination under the provisions of paragraphs 1.a., 1.b., or 1.c. above, the CONSULTANT shall have five (5) days in which to cure such failure. In the event the CONSULTANT does not cure such failure, the STATE may terminate the CONTRACT without further consideration.
3. If, after Notice of Termination of this CONTRACT under the provisions of 1.a., 1.b. or 1.c. of this clause, it is determined that the CONSULTANT was not in violation or default, the Notice of Termination shall be deemed to have been issued under the terms of 1.d. of this clause.
4. Termination shall be effected by delivery to the CONSULTANT of a Notice of Termination specifying whether termination is for default of the CONSULTANT or for the convenience of the STATE, the extent to which performance of the CONTRACT is terminated, and the date upon which such termination becomes effective.
5. In the event of termination, the STATE shall be liable to the CONSULTANT only to the extent and as provided in SECTION 3.02 (CONSULTANTS'S COMPENSATION) of this CONTRACT.
6. In the event this CONTRACT is terminated, the STATE shall have the option of completing the CONTRACT, or entering into an agreement with another party for the completion of this CONTRACT according to the provisions and agreements herein.
7. If the STATE exercises this option, all costs and charges incurred by the STATE, together with the cost of completing the work under CONTRACT, will be deducted from any monies due or which may become due the CONSULTANT.

#### **4.11 CANCELLATION OF STATE CONTRACTS**

In accordance with Arizona Revised Statutes 38-511, the STATE may cancel any CONTRACT, without penalty or further obligation, made after the effective date of this section by the STATE or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the CONTRACT on behalf of the STATE or any of its departments or agencies is, at any time while the CONTRACT or any extension of the CONTRACT is in effect, an employee of any other party to the CONTRACT in any capacity or a CONSULTANT to any other party of the CONTRACT with respect to the subject matter of the CONTRACT. The cancellation shall be effective when written notice from the STATE is received by all other parties to the CONTRACT unless the notice specifies a later time.

#### **4.12 SUCCESSORS AND ASSIGNS**

The CONSULTANT and all successors, executors, administrators and assigns of CONSULTANT'S interest in the work or the compensation herein provided shall be bound to the STATE to the full legal extent to which the CONSULTANT is bound with respect to each of the terms and agreements of this CONTRACT.

#### **4.13 CONTINUING OBLIGATION**

The CONSULTANT agrees that if because of death or any other occurrence it becomes impossible for any principal or employee of the CONSULTANT to render the services required under this CONTRACT, neither the CONSULTANT nor the surviving principals shall be relieved of any obligation to render complete performance. However, in such event, the STATE may terminate this CONTRACT if it considers the death or incapacity of such principal or employee to be a loss of such magnitude as to affect the CONSULTANT'S ability to satisfactorily complete the performance of this CONTRACT.

#### **4.14 INSURANCE**

1. Without limiting any liabilities or any other obligations of the CONSULTANT, the CONSULTANT shall provide and maintain the minimum insurance coverage listed below. Coverage will be provided with forms and insurers acceptable to ADOT and maintained at a minimum until obligations under this CONTRACT are satisfied.
  - a. If applicable, Workmen's Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction of its employees engaged in the performance of the services, and Employers' Liability insurance with a minimum limit of one hundred thousand dollars (\$100,000). Evidence of qualified self-insured status shall suffice for this section.
  - b. Architects' and Engineer's Professional Liability insurance in the amount of one million dollars (\$1,000,000) each claim, with said coverage to remain in force and effect for a minimum of one year past ADOT's acceptance of the CONTRACT.

- c. Comprehensive General Liability insurance with a minimum combined single limit of one million dollars (\$1,000,000) each occurrence. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, contractors protective, products and completed operations. Said policy shall contain a severability of interest clause.
- d. Commercial Automobile Liability coverage with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000) for all owned, leased, hired and non-owned vehicles. The State of Arizona and the Arizona Department of Transportation must be named as Additional Insureds and Certificate Holder on the policy.
- e. Valuable Papers insurance in an amount sufficient to assure the restoration of any documents, memoranda, reports, or other similar data relating to the work of the CONSULTANT used in the completion of this CONTRACT.
- f. The policy required by Sections c. and e. above shall be endorsed to include the STATE and ADOT, its agents and officials and employees as additional insureds and shall stipulate that the insurance afforded CONSULTANT shall be primary insurance and that any insurance carried by ADOT, its agents, officials or employees shall be excess and not contributory insurance to that provided by CONSULTANT.
- g. A certificate of insurance acceptable to ADOT shall be issued to ADOT prior to commencement of the CONTRACT as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificate shall contain provisions that coverage afforded under the policies will not be cancelled, terminated or materially altered until at least 30 days prior written notice has been given to ADOT.

#### **4.15 INDEMNIFICATION - RESPONSIBILITY FOR CLAIMS AND LIABILITIES**

##### **1. For Professional Liability**

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the State of Arizona, its agents, representatives and employees from and against liability for loss or damage resulting from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant, but only to the extent the loss or damage results from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant.

##### **2. For Other than Professional Liability**

To the fullest extent permitted by law, the CONSULTANT shall indemnify and hold harmless the State of Arizona, its agents, representatives and employees from and against liability for loss or damage resulting from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant, but only to the extent the loss or damage results from the negligence of the CONSULTANT, or any subconsultant, or anyone directly or indirectly employed by the CONSULTANT or any subconsultant.

**4.16 ANTITRUST VIOLATIONS**

The CONSULTANT and the STATE recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact borne by Purchaser or ultimate user: in this case, the STATE. Therefore, CONSULTANT, acting as a Vendor, hereby assigns to the STATE any and all claims for such overcharges.

**4.17 LIQUIDATED DAMAGES**

(This is an optional provision applied, on an exception basis, primarily to contracts initiated and administered by the Arizona Transportation Research Center - Not applicable to this contract)

**4.18 CONSULTANT'S RESPONSIBILITY**

The CONSULTANT has total responsibility for the accuracy and correctness of plans and related data prepared under the terms of this CONTRACT, and shall check all such material accordingly for completeness, missing items, correct multipliers and consistency. The plans will be reviewed by ADOT for conformity with ADOT procedures and contract terms. Review by ADOT does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans.

**4.19 ACCURACY OF WORK**

Acceptance of the work by the STATE will not relieve the CONSULTANT of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. The CONSULTANT shall make all necessary revisions or corrections resulting from errors and omissions on the part of the CONSULTANT without additional compensation.

**4.20 CONSULTANT'S ENDORSEMENT OF PLANS, ETC.**

The CONSULTANT'S seal shall be endorsed and affixed to plans, reports and engineering data furnished under this CONTRACT.

**4.21 PROFESSIONAL CONDUCT**

The CONSULTANT shall comply with the provisions of A.C.R.R.4-30-301 (which is the official compilation of the Administrative Rules and Regulations for the State of Arizona), entitled Rules of Professional Conduct, Rules of the State Board of Technical Registration for Architects, Assayers, Engineers, Geologists, Landscape Architects and Land Surveyors, which are incorporated herein by reference and hereby made a part of the CONTRACT.



**4.22 IMPROPER EXERCISE OF AUTHORITY**

It is further understood and agreed that the CONSULTANT shall not in any way exercise any portion of the authority or powers of the State of Arizona, and shall not make a contract or commitment, or in any way represent itself as an agent of the State of Arizona beyond the scope of this CONTRACT unless expressly authorized, in writing, by the STATE.

**4.23 CONFLICTS OF INTEREST**

1. The CONSULTANT shall not engage the services on this CONTRACT of any present or former STATE employee who was involved as a decision maker in the selection or approval processes or who negotiated and/or approved billings or contract modifications for this CONTRACT.
2. The CONSULTANT agrees that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONTRACT.

**4.24 ORGANIZATIONAL CONFLICTS OF INTEREST**

1. No contract for the construction of a project shall be awarded to the firm that designed the project, or its subsidiaries, affiliates, the parent company or subconsultants, except with the written approval of the STATE.
2. The applicability of the above also applies to a Management and/or General Consultant or any of its subsidiaries, affiliates, the parent company or subconsultants that were involved in any aspect of the design process.

**4.24.1 CONSULTANT - CONTRACTOR CONFLICTS OF INTEREST**

The CONSULTANT agrees that it shall not perform services on this project for the contractor, sub-contractor or any supplier.

The CONSULTANT shall not negotiate, contract, or make any agreement with the contractor, subcontractor or any supplier with regard to any of the work under this project, or any services, equipment or facilities to be used on this project.

**4.25 ORGANIZATION EMPLOYMENT DISCLAIMER**

1. The CONTRACT is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the CONTRACT.
2. The parties agree that no persons supplied by the CONSULTANT in the performance of CONSULTANT's obligations under the CONTRACT are considered to be STATE employees, and that no rights of State civil service, retirement or personnel rules accrue to such persons. The CONSULTANT shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workmen's compensation, occupational disease compensation, unemployment

compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the STATE harmless with respect thereto.

#### **4.26 NONPROCUREMENT DEBARMENT AND SUSPENSION**

- 1. In accordance with 49 CFR 29.505, and by signature on this CONTRACT, the CONSULTANT certifies its' compliance, and the compliance of any subconsultants or subcontractors present or future, by stating that any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position of authority involving Federal Funds:**
  - a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal Agency;**
  - b) does not have a proposed debarment pending;**
  - c) has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and**
  - d) has not been indicted, convicted, or had a civil judgment rendered against the firm by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years as specified by 49 CFR paragraph 29.305(a).**

Where the CONSULTANT or subconsultant is unable to certify to the statement in 4.26.1(a) above, the CONSULTANT or subconsultant will be declared ineligible to enter into CONTRACT or participate in the project.

Where the CONSULTANT is unable to certify to any of the statements as listed in 4.26.1 (b), (c) or (d), the CONSULTANT shall submit a written explanation to the STATE. The certification or explanation will be considered in connection with the STATE's determination whether to enter into CONTRACT.

- 2. The CONSULTANT shall provide immediate written notice to the Department if at any time the CONSULTANT or any subconsultants or subcontractors, present or future, learn that its Debarment and Suspension certification has become erroneous by reason of changed circumstances.**

#### **4.27 COVENANT AGAINST CONTINGENT FEES**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty, the STATE shall have the right to annul this CONTRACT without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

**4.28 SUBLETTING, ASSIGNMENTS AND TRANSFERS**

The CONSULTANT firm was chosen to perform the work on this CONTRACT based upon training and qualifications of its members. Therefore, subletting, assignment or transfer of any work to subconsultants and lower tier subconsultants, unless approved in writing by the STATE prior to performance of work, is expressly prohibited.

**4.29 SUBCONSULTANTS**

1. The CONSULTANT may retain Subconsultants on an "as required" basis, provided that the Subconsultants selected, and the rates to be paid, are identified on each Subconsultant's DERIVATION OF COST PROPOSAL located in the SCOPE OF WORK section, Appendix of the CONTRACT, or are approved by contract modification, or by Administrative Determination Letter, as applicable. All Subconsultants shall be required to follow the terms and conditions of this CONTRACT.

- a. Subconsultants' Compensation

Each Subconsultant will be expected to follow covenants set forth in 3.02 2. unless the subcontract is considered a Lump Sum by Task (fixed price) subcontract and not a Costs Plus Fixed Fee subcontract. However, with respect to 3.02 2.b.(5), the Indirect Costs (Overhead) rates for each Subconsultant, when applicable, will be the actual allowable overhead rate or the Negotiated Provisional rate stipulated in each Subconsultant's final DERIVATION OF COST PROPOSAL, as concurred with by the STATE. Each Subconsultant's actual allowable overhead rate or the negotiated provisional Overhead rate is separately determined and may not be the same rate as stipulated for the CONSULTANT.

- b. CONSULTANT'S Responsibility Regarding Subconsultant's Costs

The Subconsultant's allowable costs shall be governed by 3.02 2. The CONSULTANT shall monitor the billings received from the Subconsultants and ensure that all costs are documented and supported.

Regarding Indirect Costs (Overhead), the CONSULTANT is responsible for determining that the Subconsultants comply with 3.02 2.b.(6) with respect to the actual allowable or negotiated provisional Overhead rates. The Overhead rates for Subconsultants are "actual allowable" or "negotiated provisional", and must be accounted for annually. A Subconsultant may not bill more than its actual allowable Overhead rate or the negotiated provisional Overhead rate. In the event any Subconsultant violates this subsection, the penalties set forth in 3.02 2.b.(6)(a) will be assessed to the CONSULTANT.

All costs of the Subconsultants are subject to audit unless waived by the STATE. The cost to the STATE for Subconsultants shall be in amounts equal to the actual allowable costs paid to the Subconsultants.

2. The volume of work performed by the Subconsultants shall not exceed 49% of the total contract value unless waived by the STATE.

**4.30 SUBCONTRACTS**

The CONSULTANT agrees to insert in all subcontracts the clauses hereof entitled "Civil Rights," "Affirmative Action," "Ownership of Documents," "Patents and Copyrights", "Anti Lobbying and Disclosure," "Retention of Records" and "Immigration". The CONSULTANT further agrees to insert in any subcontract exceeding \$100,000 the clause hereof entitled "Environmental Protection."

**4.31 KEY PERSONNEL**

Any substitution or transfer of personnel specifically identified in CONSULTANT'S proposal as assigned to the work of this CONTRACT shall be subject to prior written approval by the STATE.

**4.32 EMPLOYMENT OF PERSONNEL OF PUBLIC AGENCIES**

The CONSULTANT shall not engage the service of any person or persons then in the employ of the STATE for work covered by the terms of this CONTRACT without the prior written approval of the STATE.

**4.33 ANTI-LOBBYING**

1. The CONSULTANT agrees to comply with the provisions of Section 1352 of Title 31, U.S.Code (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits federal funds from being expended by a recipient or any lower tier sub-recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the STATE.
2. The CONSULTANT agrees to require all subconsultants and lower tier subconsultants who have agreements exceeding \$100,000 to complete the Certification of Federal Contracts (ECS Form 90-1) and, when appropriate, the Disclosure of Lobbying Activities (ECS Form 90-3) prior to execution of the Prime Consultants Agreement with the STATE. Lower tier certifications are to be maintained by the CONSULTANT.

**4.34 OWNERSHIP OF DATA**

1. The CONSULTANT agrees to maintain (in sufficient detail as will properly reflect all work done and results achieved in the performance of this CONTRACT) tracings, plans, specifications and maps, basic survey notes and sketches, books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, and other graphic or written data generated in connection with the work called for in the CONTRACT; all such information and documentation to be termed "Data" under this CONTRACT.

2. All Data procured hereunder for the work funded by ADOT shall become the property of ADOT and delivered to ADOT upon request, and shall not be used or released by the CONSULTANT or any other person except with the prior written approval of the STATE; provided however, that CONSULTANT shall not be required to retain any Data not requested by ADOT within five years from the date of final payment to the CONSULTANT hereunder; and provided further that until such delivery to ADOT the CONSULTANT agrees to permit representatives of ADOT and the Federal Highway Administration to examine and review at reasonable times all Data still in the possession of the CONSULTANT.
3. All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this CONTRACT are the property of the State of Arizona and shall not be used or released by the CONSULTANT or any other person except with the prior written approval of the State.

#### 4.35 ADOT PRODUCTS

ADOT will provide the consultant with the ADOT developed software for the sole purpose of completing this contract, as set forth in the Site License Contract (which includes a detailed list of Software that will be provided to the consultant). The software is provided to the consultant solely for the purpose of completing this contract and for no other purposes. ADOT developed software including: manuals, electronic information, programs, and associated materials, remains the property of ADOT. Any use of this software for purposes other than the fulfillment of this contract is strictly prohibited. The consultant shall not copy the software or provide, distribute or demonstrate the software to other entities. Upon completion of the contract or when otherwise notified by ADOT, the contractor will return all software, backup copies, manuals, electronic information and associated materials to ADOT.

#### 4.36 RETENTION OF RECORDS

1. The CONSULTANT and any subconsultant/subcontractor/vendor shall keep and maintain all books, papers, records, accounting records, files, accounts, reports, costs proposals with backup data and all other material relating to the CONTRACT and related project(s), and shall make all such material available at any reasonable time during the term of work on the CONTRACT and related project(s) and for five (5) years from the date of final payment to the CONSULTANT for auditing, inspection and copying upon the STATE'S request, or at the request of the Federal Highway Administration or any other authorized representative of the Federal Government.
2. The CONSULTANT shall insert in each of its subcontracts the above requirement and also a clause requiring its subconsultants to include the above requirement in any lower-tier subcontracts or purchase orders.

#### 4.37 REVIEW AND INSPECTION

Representatives of the STATE and the Federal Highway Administration are authorized to review and inspect the CONTRACT activities and facilities during normal business hours.

**4.38 PROPERTY OR EQUIPMENT**

Except as otherwise provided in this CONTRACT, the lease, rental or purchase of property or equipment to perform the work herein described must have the prior written approval of the STATE. The control, utilization and disposition of property or equipment acquired using FEDERAL/STATE funds shall be determined by the STATE in accordance with the property management standards set forth in 49 CFR Part 18 , ADOT Manual - FIN 11.02, and Highways Division Policy and Implementation Memorandum No. 89-04.

**4.39 CIVIL RIGHTS**

1. The CONSULTANT is required to comply with Executive Order 75-5, "Non-discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this CONTRACT.
2. The CONSULTANT is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23, CFR 710.405 (b) are made applicable by reference and are hereinafter considered a part of this CONTRACT.
3. The CONSULTANT is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41-CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this CONTRACT.
4. The CONSULTANT shall post in conspicuous places available to employees and applicants for employment, the following notice:

It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying-off or termination; rates of pay or other compensation; and selection for training, and on-the-job training. Also, it is the policy to insure and maintain a working environment free of harassment, intimidation and coercion.

**4.40 AFFIRMATIVE ACTION**

CONSULTANT shall take the following affirmative action steps with respect to securing supplies, equipment or services under the terms of this CONTRACT:

1. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.
2. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

3. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.
4. Where the requirement permits, establishing delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.
5. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.

#### **4.41 PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES**

The CONSULTANT is required to adhere to the commitment made to participation by ADOT certified Disadvantaged Business Enterprises (DBE) as indicated in the firms Technical Proposal or subsequently agreed to by the STATE during negotiations. The STATE, at its discretion on a case by case basis, may waive the above limitations.

The CONSULTANT must submit the DBE Compliance Report to the Civil Rights Office by the 3<sup>rd</sup> Friday of each month. The report shall indicate the amount earned by and paid to each DBE working on the project for the preceding month.

#### **4.42 ENVIRONMENTAL PROTECTION**

(This clause is applicable if this contract exceeds \$100,000.00. It applies to Federal Aid Contracts Only.)

CONSULTANT is required to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. Violations shall be reported to the Federal Highway Administration and to the U.S.E.P.A. Assistant Administrator for Enforcement. (EN-329).

#### **4.43 ENERGY CONSERVATION**

(This clause is applicable to Federal Aid Contracts Only.)

CONSULTANT is required to comply with mandatory standards and policies, as applicable, relating to energy efficiency which are contained in the State Energy Conservation Plan issued by the State of Arizona in compliance with the Energy Policy Conservation Act (P.L. 94-163).

#### **4.44 PUBLICATION PROVISIONS**

The CONSULTANT shall provide annual, quarterly or monthly written progress reports requested by the STATE. Prior to completion of the CONTRACT and related project(s), the CONSULTANT shall prepare a final report summarizing activities, conclusions, and recommendations in a form as prescribed by the STATE, and this report shall be a prerequisite for final payment. Publication rights to all reports are reserved by the STATE. The CONSULTANT shall not release information developed under the CONTRACT prior to publication, except upon written approval of the STATE.

**4.45 PUBLICATION PROVISIONS (RESEARCH AND UNIVERSITIES)**  
(Not applicable to this contract)

**4.46 PATENTS AND COPYRIGHTS**

All services, information, computer program elements, reports and other deliverables which may be patented or copyrighted and created under this CONTRACT are the property of the State of Arizona and shall not be used or released by the CONSULTANT or any other person except with the prior written approval of the STATE.

**4.47 PATENTS AND COPYRIGHTS (RESEARCH AND UNIVERSITIES)**  
(Not applicable to this contract)

**4.48 FEDERAL IMMIGRATION AND NATIONALITY ACT:**

1. **General:** The consultant, including all subconsultant, shall comply with all federal, state and local immigration laws and regulations, as set forth in Arizona Executive Order 2005-30, relating to the immigration status of their employees who perform services on the contract during the duration of the contract. The State shall retain the right to perform random audits of consultant and subconsultant records or to inspect papers of any employee thereof to ensure compliance.
2. **Compliance Requirements:** By submission of a proposal, the consultant warrants that the consultant and all proposed subconsultants are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees who perform services on the contract. The State may, at its sole discretion, require evidence of compliance from the consultant shall have ten working days from the receipt of the request to supply adequate information.

The Department will accept, as evidence of compliance, a showing by the consultant or subconsultant that it has followed the employment verification provisions of the Federal Immigration and Nationality Act as set forth in Sections 274A and 274B of that Act, including implementation of regulations and agreements between the Department of Homeland Security and the Social Security Administration's verification service.

The Consultant shall include the provisions of Subsection 4.30 in all its subcontracts.

3. **Sanctions for Non-Compliance:** Failure to comply with the immigration laws or to submit proof of compliance constitutes a material breach of contract. The Department will reduce the consultant's compensation by \$10,000 for the initial instance of non-compliance by the consultant or subconsultant. Should the same consultant or subconsultant commit subsequent violations within a two-year time period from the initial violation, the consultant's compensation will be reduced by \$50,000 for each violation. The third instance by the same consultant or subconsultant within a two-year period may result, in addition to the \$50,000 reduction in compensation, in removal of the offending consultant or subconsultant, suspension of work in whole or in part or, in the case of a third violation by the consultant, termination of the contract for default. In addition, the Department may debar a consultant or subconsultant who has committed three violations within a two-year period for up to one year. For



purposes of this paragraph, a violation by a subconsultant does not count as a violation by the consultant.

Any delay resulting from a sanction under this subsection is a non-excusable delay. The consultant is not entitled to any compensation or extension of time for any delays or additional costs resulting from a sanction under this subsection.

An example of the sanctions under this subsection is presented in the following table:

Offense by:			Reduction in Compensation
Consultant	Subconsultant A	Subconsultant B	
First			\$10,000
	First		\$10,000
	Second		\$50,000
		First	\$10,000
	Third		\$50,000 *
* May, in addition, result in removal of the subconsultant and/or debarment of the subconsultant.			

In Witness whereof the parties hereto have executed this agreement as of the day and year first herein written.

FOR THE STATE

ARIZONA DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Title

FOR THE CONSULTANT

FIRM NAME

\_\_\_\_\_  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Title